

REMARKS

Claims 1-5 are pending in the application and have been rejected.

Claim Rejections under 35 USC §112

Claims 2 and 5 are rejected under 35 USC §112, first paragraph, as failing to comply with the enablement requirement.

Specifically, the Examiner asserts that in claim 2 it is unclear how the article is priced, or how the preset amount is figured. Claim 2 is described on page 8, lines 12-22 of the specification. The price of the article is set by the trader who is the supplier of the good. The preset amount is set initially upon setting up the auto settlement system and represents an amount which is the value of the most expensive good that will be accepted by the system. Claim 2 has been amended to indicate that “the price of the article data is set by the trader who is the supplier of the article and the preset amount is set initially upon setting up the auto settlement system and represents an amount which is the value of the most expensive good that will be accepted by the auto settlement system.”

Regarding claim 5 the Examiner asserts that it is unclear how either a computer or locker could be used to purchase an item and how the locker could be used to settle the purchase price. Claim 5 is described in Figure 5 and page 14, line 10 through page 16, line 23 of the specification. As indicated in Figure 2 it should be noted that locker has a CPU (12a) and a monitor (12e). Further as indicated in Figure 5 the locker (1) is connected to the shopping mall (D and E) via telephone phone line (TL). The user is then able to search for an article using computer (2), portable terminal (3) or locker (1) and select an article for purchase. The user is able to settle the purchase price by

paying with a credit card via the locker (1). This process is described on page 15, lines 1-17 of the specification. Applicant therefore traverses the Examiner's grounds of rejection.

Therefore, withdrawal of the rejection of Claims 2 and 5 under 35 USC §112, first paragraph, is respectfully requested.

Claims 1-4 are rejected under 35 USC §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Specifically, the Examiner asserts that various elements recited in claims 1-4 lack antecedent basis. Taking the Examiner's comments into consideration claims 1-4 have been amended.

Therefore, withdrawal of the rejection of Claims 1-4 are rejected under 35 USC §112, second paragraph, is respectfully requested.

Claim Rejections under 35 USC §102

Claim 1 is rejected under 35 USC §102(b) as being anticipated by Komei (U.S. Patent No. 4,894,717).

The present invention is auto settlement system using a locker in which the locker (1) is provided with a CPU (12a), and operations keys (12b). Further included in the locker (1) is a card reader (12c) for reading a card such as a credit card, a sensor (12d) for detecting that there is an article deposited in the box (11), a monitor (12e), a speaker (12f), a printer (12g), an electric lock

(12h) for locking the box (11); a memory 12i, and a bar code reader (12j) for reading a bar code printed on a bill.

Articles are deposited in the locker (1) as shown in Figure 3. This process begins by the trader inserting a trader card in card reader (12c). A room number for the delivery is then entered along with the cost of the article to be delivered. If the price of the article does not exceed a preset amount then the electric lock (12h) for the appropriate box (11) is released. The article is then placed in the box (11) and the door closed.

Articles are picked up from the locker (1) by the resident first inserting a credit card into card reader (12c) and entering a password using operation keys (12b). The price of the article in box (11) is then displayed. The resident then depresses a confirmation key to indicate acceptance of the price of the article. The electric lock (12h) is then released from box (11) and the article is then removed. In this manner the auto settlement system settles the price of the article.

Koemi describes a delivered article storage control system having a receipt issuing printer, an instruction display and a speaker, a card reader, a monitor display and an input keyboard, a delivered article storage box equipped with a plurality of lockers, each of which is equipped with a door which can be opened when an identification card is entered into the card reader and an article presence/absence detection sensor.

Claim 1 has been amended to indicate that the trader identifier is supplied by a trader and that a trader is a person that delivers articles to a box of the locker. The prior art of record fails to describe this feature. Therefore, claim 1 patentably distinguishes over the prior art relied upon by

reciting,

“An auto settlement system using a locker comprising: reader means for reading a trader identifier supplied by a trader decided beforehand by a contract concluded between a proprietary company of lockers and the trader; operation keys for inputting a recipient identifier; a sensor for detecting whether or not there is an article in a box of said locker; an electric lock for locking a door of said box when said sensor detects said article; and a central control unit for storing article data including said recipient identifier, a trader's name or the like to transmit said data to a control center, wherein the trader is a person that delivers articles to a box of the locker.” (Emphasis Added)

Therefore, withdrawal of the rejection of Claim 1 under 35 USC §102(b) as being anticipated by Komei (U.S. Patent No. 4,894,717) is respectfully requested.

Claim Rejections under 35 USC §103

Claims 2-4 and 5 are rejected under 35 USC §103(a) as being unpatentable over Komei.

Regarding claim 2, Claim 2 is described on page 8, lines 12-22 of the specification. Contrary to the Examiner's assertions claim 2 recites that the price of the article is compared to a preset value which is the maximum value of an article the system is willing to accept. There is no teaching in Komei which suggests this feature. Therefore, Applicant respectfully traverses the Examiner's grounds of rejection.

Regarding claim 3, the Examiner asserts that Cash On Delivery (C.O.D.) Deliveries are well known in the art. However, claim 3 describes a relationship between recipient and the proprietary company to enable receipt of articles once payment is made. Claim 3, therefore, has been amended to recite that both a recipient identifier and a password is required to pay for the article and open the

locker door. There is no teaching in Komei which suggests this feature.

Regarding claim 4, the Examiner asserts that remote payment of utilities are well known in the art. However, claim 4 also recites the payee and the charge are read by a bar code reader. Komei does not disclose the use of a bar code reader. Claim 4 has been amended.

Regarding claim 5, the Examiner asserts that shopping on the Internet and C.O.D. payment is well known in the art. However, it is not well known to shop on the Internet using a locker. Claim 5 has therefore been amended to indicate that the locker is used to shop on the Internet.

Conclusion

In view of the aforementioned amendments and accompanying remarks, claims 1-5, as amended, are now in condition for allowance, which action, at an early date, is requested.

If, for any reason, it is felt that this application is not now in condition for allowance, the Examiner is requested to contact Applicant's undersigned attorney at the telephone number indicated below to arrange for an interview to expedite the disposition of this case.

In the event that this paper is not timely filed, Applicant respectfully petitions for an appropriate extension of time. Please charge any fees for such an extension of time and any other fees which may be due with respect to this paper, to Deposit Account No. 01-2340.

Respectfully submitted,

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